

\$100, and Seale had only been paid interest on the residue of his debt. The bill concluded with a prayer, "that the said surviving partners may be restrained from using the said partnership name of Samuel Hayes & Co.; that they may be enjoined from using the share or proportion of the personal property which belonged to the said Samuel Hayes; that a receiver may be appointed to receive the profits of said concern, until this matter shall be fully considered in this honorable court; that the said surviving partners may be compelled to render a full, true, and perfect account of all the transactions of said concern; that they may be compelled to pay off, and satisfy the debt due the said William Seale from that portion of said concern which was originally bought of him; that they may be required to pay over to your oratrix as administratrix of the said Samuel Hayes, his share or proportion of the personal property of said concern, as well as his share or proportion of the profits which have accrued thereon since his death; that your oratrix may have a reasonable and just allowance made for her dower in her said husband's interest in said lands and premises; and, that the said surviving partners, and the said James Jackson, their manager, may answer this bill," &c.

On the 18th of the same month, an injunction was granted as prayed, after which, the defendants filed their answers. The answer of Samuel Stevens and wife, with which the others mainly corresponded, admitted the interest of said Hayes, and its amount, but stated, that the purchase money of the one-fourth purchased of Seale, had not been paid, and submitted that the same ought to be paid out of the personal estate; they admitted the marriage of the complainant, the death of her husband, intestate and without issue, the grant of letters of administration to his wife, the names of his heirs, the use of the partnership name, the names of the partners, and the conveyance by Henry M. Hayes. They stated, that Hayes' interest at his death, went to his heirs, who consented to a continuance of the partnership; they refused to admit the complainants' right to control the affairs of the firm after the death of her husband; denied their opposition to a settlement with